

RESOLUTION No. 2021-53
RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE A
DOCUMENT OR DOCUMENTS CONSENTING TO AN ASSIGNMENT OF RIGHTS
RELATED TO THE STADIUM LICENSE AGREEMENT

WHEREAS, the City has been advised that Green Jackets Baseball, LLC is entering into an Asset Purchase Agreement with Diamond Baseball Holdings Augusta, LLC; and

WHEREAS, such sale includes matters related to the stadium and retail space owned by the City subject to a license agreement with Green Jackets Baseball, LLC; and

WHEREAS, the license Agreement specifically provides for the assignability and transferability of the interest in and to such license but requires consent by the City to such assignment with a provision that such consent shall not be unreasonably withheld; and

WHEREAS, the City has been provided information related to the transfer with such information thoroughly reviewed by City staff and attorneys with an ultimate determination that the baseball operation and related retail operation will continue and the utilization of said stadium and retail space will remain basically unchanged; and,


WHEREAS, the Mayor and City Council has determined that it is in the best interest of the City that consent be granted for this assignment.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof, that:
That the City Administrator is authorized to execute the attached document consenting to the assignment of rights related to the baseball stadium and retail space.

BE IT FURTHER RESOLVED, that the City Administrator is also authorized to execute any other documents required to confirm the City's consent to such assignment.

This Resolution shall become effective immediately upon its adoption.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 20th DAY OF DECEMBER, 2021.



BRITTON S. WILLIAMS, MAYOR

ATTEST:



SHARON LAMAR, CITY CLERK

[December __], 2021

City of North Augusta
100 Georgia Avenue
North Augusta, South Carolina 29841-3842
Attn: Office of the Mayor
jclifford@northaugusta.net

City/County Building
100 Georgia Avenue
North Augusta, South Carolina 29841-3843
Attn: City Attorney
kzier@northaugusta.net

Ladies and Gentlemen:

As you may be aware, Greenjackets Baseball LLC entered into an Asset Purchase Agreement, dated as of December [●], 2021 (the "**Purchase Agreement**"), by and between Greenjackets Baseball LLC ("GJB"), Greenjackets Hospitality & Food Services, LLC (collectively, the "**Sellers**") and DBH Augusta, LLC ("**Buyer**") pursuant to which, among other things, Buyer will acquire certain of the assets of the Sellers (the "**Transaction**").

This letter is to advise you that, in connection with the Transaction and in accordance with the terms of the Purchase Agreement, GJB proposes to assign its rights and obligations under the Stadium License Agreement by and between GJB and The City of North Augusta, South Carolina dated as of February 22, 2018 (the "**License Agreement**") to Buyer, and Buyer will assume all rights and obligations of GJB under the License Agreement from and after the closing date (the "**Closing Date**") of the Transaction. Under the terms of the License Agreement, the Transaction may constitute an assignment requiring your consent to the Transaction.

In conjunction with the Transaction, the Buyer intends to enter into a Retail Space Sublicense Agreement (the "**Retail Sublicense**") with Greenstone Hammond's Ferry II, LLC ("**Greenstone Hammond's Ferry**") for the sublicensing of the Retail Space (as defined in the License Agreement) in the Stadium (as defined in the License Agreement) to Greenstone Hammond's Ferry. A similar sublicense arrangement between GJB and Greenstone Hammond's Ferry has been in place since 2019 with the City's tacit consent and approval. Under the terms of the License Agreement, entering into the Retail Sublicense may require your consent.

Also in conjunction with the Transaction, the Buyer intends to enter into an Agreement Regarding Stadium Access (the "**Stadium Access Agreement**") with Greenstone Hendon Riverside Village, LLC ("**Greenstone Hendon**") to provide access to the Stadium to patrons of Southbound Smokehouse II ("**Southbound**") and future tenants of Greenstone Hendon's property at certain times during events at the Stadium. This agreement memorializes an arrangement that has been in place since 2019. Entering into the Stadium Access Agreement may require your consent.

Accordingly, we hereby request that an authorized representative of the City countersign this letter in the appropriate space provided below, which countersignature will constitute, effective upon the Closing Date and, in some cases, to the extent required under the License Agreement, (i) the City's consent to the assignment of the License Agreement to Buyer that shall occur as a result of the Transaction, (ii) the City's acknowledgement that the consummation of the Transaction, including, without limitation, the assignment of the License Agreement, shall not be deemed a breach, or default under, any provision of the License Agreement and that any requirements under the License Agreement for consent or otherwise required in connection with the Transaction have hereby been satisfied or waived, (iii) the City's release and waiver of all termination rights, notice requirements, or other procedural requirements that may arise under the terms of the License Agreement solely as a result of the Transaction (provided that the parties to this letter understand and agree that such release and waiver shall be a one-time release and waiver solely in connection with the consummation of the Transaction and shall not otherwise affect any termination rights, notice requirements, or other procedural requirements that may arise after the consummation of the Transaction under the terms of the License Agreement), (v) the City's acknowledgement that, notwithstanding the consummation of the Transaction or the assignment of the License Agreement, the License Agreement will remain in full force and effect following the Transaction, (vi) the City's consent to the entering into of the Retail Sublicense, and (vii) the City's consent to the entering into of the Stadium Access Agreement.

Please have your authorized representative countersign this letter in the appropriate space below and return an executed countersigned copy of this letter by email to [_____] at [_____]. The assignment of the License Agreement is contingent upon the closing of the Transaction. We would appreciate your response to this request at your earliest convenience and in any event no later than [●], 2021.

If the Transaction does not occur for any reason, this letter will be null and void and of no effect. This letter may be executed in several counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single letter. Electronic copies of this letter and signatures thereon shall have the same force, effect and legal status as originals. Delivery of an executed signature page to this letter by electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

If you have any questions, please do not hesitate to contact [Missy Martin] at [mmartin@greenjacketsbaseball.com]. Thank you in advance for your prompt attention to this matter.

Sincerely,

GREENJACKETS BASEBALL, LLC,
a Georgia limited liability company

By: _____
Name: _____
Its: _____

GREENSTONE HAMMOND'S FERRY II, LLC, a South Carolina limited liability company

By: _____

Name: _____

Title: _____

GREENSTONE HENDON RIVERSIDE VILLAGE, LLC, a Georgia limited liability company

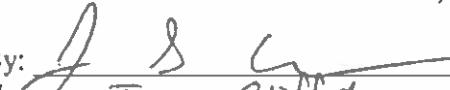
By: _____

Name: _____

Title: _____

Acknowledged and agreed as of the date first written above:

THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA

By: 
Name: James Clifford
Title: City Administrator